

Amendment 217 Contract No. 229944

To the Contract for the Design, Implementation, Operation and Maintenance of the Regional Fare Coordination System

This Amendment 217 to the Contract for the Design, Implementation, Operation and Maintenance of the Regional Fare Coordination System is entered into this 21st day of September, 2012, by and between Vix Technology (USA) Inc. (formerly known as ERG Transit Systems (USA) Inc), a California corporation and wholly owned subsidiary of Vix Mobility Pty Ltd, an Australian corporation, (hereinafter referred to as the "Contractor") and each of the following seven public transportation agencies (hereinafter referred to individually as an "Agency" or collectively as the "Agencies"):

1. Central Puget Sound Regional Transit Authority ("Sound Transit")
2. King County ("King County")
3. Kitsap County Public Transportation Benefit Area ("Kitsap Transit")
4. Pierce County Public Transportation Benefit Area ("Pierce Transit")
5. Snohomish County Public Transportation Benefit Area ("Community Transit")
6. City of Everett ("Everett")
7. State of Washington, acting through the Washington State Department of Transportation, Washington State Ferries Division ("WSF")

Recitals

- A. Effective April 29, 2003, each of the Agencies and the Contractor entered into Contract #229944 ("Contract") to implement a Regional Fare Coordination System ("RFC System") to establish a common fare system utilizing smart card technology. The Contractor is responsible for the development, implementation, operation and maintenance of the RFC System as specified in the Contract.
- B. The Agencies and the Contractor desire to amend Section VI of Exhibit 9, Price Schedule Special Programs, to compensate the Contractor for the work necessary to provide technical assistance for a fixed period of time to King County Metro (KCM) to test a Data Acquisition Computer (DAC) load balancing solution in order to resolve a production problem. This work is more fully described in RFI-677-ORCA *Technical Support for KCM DAC Load Balancing Test 9/5/12 v2.0* as approved by KCM on September 4, 2012.
- C. The Parties agree that the Work necessary to provide said technical assistance will be performed and compensated as described below.

Agreement

Section 1.0 Description of Work

- 1.1 The Contractor will perform the work necessary to support KCM to test a DAC load balancing solution in order to resolve a production problem. Such work will include the following:
 - (a) Provide the services of an experienced Vix Systems Operation Engineer who will witness the test results and confirm that the load balancing is functioning from the application perspective
 - (b) Ensure that the Systems Operation Engineer is available on Wednesday, September 5, 2012 at the Sabey Data Center from 11:00 am to 1:00 pm.

Section 2.0 Schedule:

- 2.1 The work described in Section 1.0 will be completed on Wednesday, September 5, 2012.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the sufficiency of which is hereby acknowledged, the Parties hereby agree to amend the Contract as follows:

Section 3.0 Compensation Changes

3.1 Section VI (Implementation) of Exhibit 9, Price Schedule, is hereby amended to read as follows:

VI. IMPLEMENTATION

SPECIAL PROGRAMS

LUMP SUM COST

Amendment No. 217

The Contractor will provide the services of a Vix Systems Operations Engineer for two (2) hours labor and one (1) hour travel time @ \$96.66 per hour, plus overhead	
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TOTAL	
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	\$319
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Section 4.0 Other Terms and Conditions

All other provisions of the Contract not referenced in this Amendment Two Hundred and seventeen shall remain in effect.

IN WITNESS WHEREOF, authorized representative of the Agencies and the Contractor have signed their names in the spaces provided below.

Vix Technology (USA) Inc.

By: [Signature]
Its: General Manager
Date: 9/20/12

The Agencies

By: [Signature]
Their: Operations Manager
On behalf of the Agencies
Date: September 21, 2012